

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

PIA HOLMES

CIVIL ACTION NO. 23-0153

VERSUS

JUDGE S. MAURICE HICKS, JR.

BELLSOUTH TELECOMMUNICATIONS,
LLC

MAGISTRATE JUDGE HORNSBY

ORDER

The Report and Recommendation (Record Document 294) of the Magistrate Judge has been filed. The undersigned has thoroughly reviewed the record and notes that no objections to the Report and Recommendation have been filed. Concurring with the findings of the Magistrate Judge,

IT IS ORDERED that Motion to Enforce Settlement Agreement (Record Document 68) filed by Plaintiff Pia Holmes (“Holmes”) be and is hereby **GRANTED IN PART** and **DENIED IN PART**.

IT IS FURTHER ORDERED that Motion to Enforce Settlement and Sanctions, or alternatively, Motion to Dismiss Plaintiff’s Claims with Prejudice (Record Document 69) filed by Defendant BellSouth Telecommunications, LLC (“Bellsouth”) be and is hereby **GRANTED IN PART** and **DENIED IN PART**.

IT IS FURTHER ORDERED that the Court makes the following specific findings, all in accordance with the Magistrate Judge’s Report and Recommendation:

1. Bellsouth has complied with the terms of the settlement by laying sod. Thus, Holmes’ Motion to Enforce Settlement Agreement is **DENIED** to the extent it seeks enforcement of additional sod installation.
2. Bellsouth is hereby **ORDERED** to hire a third-party fencing contractor to reinforce, *NOT* replace, the rear wooden fence on Holmes’ property. Holmes is **ORDERED** to provide access to her property for the third-party

fencing contractor to make such reinforcement. Such reinforcement/repair shall be completed no later than **January 3, 2025**. No later than seven (7) days following the completion of the reinforcement/repair, Bellsouth is **ORDERED** to file evidence in the record confirming that the fence has been reinforced/repared.

3. As a matter of law, the Court finds that no permit is required under these circumstances to reinforce Holmes' wooden fence. To the extent necessary, the City of Shreveport is **ORDERED** to allow the reinforcement of Holmes' wooden fence without further permitting.

4. No later than **December 5, 2024**, Bellsouth is required to deposit \$10,000 in settlement funds into the registry of the Court.

5. Upon the filing of evidence confirming the reinforcement of the wooden fence, the Court will release the settlement funds/proceeds to Holmes and simultaneously dismiss this matter with prejudice.

6. As a sanction, Holmes is hereby **BARRED** from filing any further lawsuits against Bellsouth without the review of the Court.

IT IS SO ORDERED.

THUS DONE AND SIGNED, in Shreveport, Louisiana, this 21st day of November, 2024.


UNITED STATES DISTRICT JUDGE